

68D60005

## AWARD/CONTRACT

1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2.		AND/OR DMS REG. 1	
		1. RATING	
2. CONTRACT NO. 68D60005	3. EFFECTIVE DATE	4. REQUISITION/PROJECT NO. D500055R1	
5. ISSUED BY Code:		6. ADMINISTERED BY Code:	
Environmental Protection Agency Contracts Mgt. Division (MD33) Research Triangle Park, NC 27711		(If other than Item 5)	
7. NAME AND ADDRESS OF CONTRACTOR LOCKHEED ENVIRONMENTAL SYSTEMS & TECHNOLOGY COMPANY CITICORP CENTER 1200 SMITH STREET - SUITE #800 HOUSTON, TX 77002-4309 Code: Facility:		8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT N/A	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 12			
11. SHIP TO/MARK FOR Code:		12. PAYMENT WILL BE MADE BY	
If applicable, see Section D of the Schedule		Code: Environmental Protection Agency Research Triangle Park Financial Management Center (Mail Code MD-32) Research Triangle Park, NC 27711	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253 (c) ( )			
14. ACCOUNTING AND APPROPRIATION DATA See accounting and appropriation data in Section B.			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT PRICE
Environmental Services Assistance Team - Western Zone			
TOTAL CONTRACT AMOUNT: \$5,535,432.00			
APPROVED BY OIRM 3/84, FAR (48 CFR 53.214(c)) EXCEPTION TO STANDARD FORM 26			

## AWARD/CONTRACT

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER  
(Type or print)

20A. NAME OF CONTRACTING OFFICER

19B. NAME OF CONTRACTOR

20B. UNITED STATES OF AMERICA

by \_\_\_\_\_  
(Signature of person authorized to sign)

by \_\_\_\_\_  
(Signature of Contracting Officer)

19C. DATE SIGNED

20C. DATE SIGNED



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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.0 ACCOUNTING DATA

ACRN	APPROPRIATION/ACCOUNTING DATA	AMOUNT	P/C IND
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*Will copy when receive J.R.*

B.1 LEVEL OF EFFORT--COST-REIMBURSEMENT TERM  
CONTRACT (EPAAR 1552.212-70) (APR 1984)

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 109,806 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
\*\*\*\*\* FILENAME: EPA\_CLAUSE\_CL212-71 \*\*\*\*\*

B.2 WORK ASSIGNMENTS ALTERNATE I (EPAAR 52.212-71) (APR 1984)  
DEVIATION

(a) The contractor shall perform work under this contract only as specified in written work assignments authorized/issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the authorized level of effort/labor hours, (3) the authorized period of performance, and (4) the description of work and schedule of deliverables.

(c) The contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The contractor shall begin work immediately upon receipt of a work assignment. Within 30 calendar days after the effective date of the work assignment, the contractor shall submit one copy of a work plan to the Project Officer, the Work Assignment Manager, and the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate, as well as the Conflict of Interest certification required elsewhere in this contract. Within 45 days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the contractor. If the Contractor has not received approval on a work plan within 75 days after the effective date of the work assignment, the contractor shall immediately stop work on the work assignment. If the Contracting Officer disapproves the work plan, the contractor shall immediately stop work until the problem causing disapproval is resolved. In either case, the contractor shall resume work only when the Contracting Officer finally approves the work plan or provides alternate direction.

(d) The contractor shall perform within the level of effort/labor hours authorized in the work assignment by the Contracting Officer and shall not perform additional level of effort/labor hours without the advance approval of the Contracting Officer. The Government is not obliged to reimburse the Contractor for unauthorized level of effort/labor hours. *obliged*

(e) The contractor shall perform work within the period of performance authorized in the work assignment and shall not continue performance beyond the specified period without the advance approval of the Contracting Officer. The Government is not obligated to reimburse the contractor for level of effort/hours performed beyond the specified period of performance. *fixed*

(f) The contractor shall notify the Contracting Officer, Project Officer and Work Assignment Manager in writing when 75% of the authorized work assignment level of effort/hours have been expended. The notice shall state the estimated amount of hours



required, if any, to continue the performance of the work authorized in the work assignment. The contractor shall also notify the Contracting Officer, Project Officer and Work Assignment Manager in writing when the authorized level of effort/labor hours cannot be performed within the authorized work assignment period of performance. The notice shall state the estimated amount of additional time required and/or additional level of effort/labor hours needed to complete the work assignment, along with an explanation of why the additional time and/or effort are needed. The contractor shall not perform additional level of effort/labor hours or continue performance beyond the specified period without the advance approval of the Contracting Officer.

(g) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site. *W*

(h) The contractor shall acknowledge receipt of each work assignment amendment in which the Contracting Officer requires a revised work plan by returning to the Contracting Officer a signed copy of the work assignment amendment within 5 calendar days after its receipt. The contractor shall begin/continue work immediately upon receipt of a work assignment amendment. Within 20 calendar days after the effective date of the work assignment amendment in which the Contracting Officer requires a revised work plan, the Contractor shall submit one copy of a revised work plan to the Project Officer, the Work Assignment Manager, and the Contracting Officer. The revised work plan shall include the same information as required for the original work plan. Within 45 calendar days after receipt of the revised work plan, the Contracting Officer will provide written

*file*



approval or disapproval of it to the Contractor. If the contractor has not received approval of the revised work plan within 65 calendar days after the effective date of the work assignment amendment, the contractor shall stop work on the revised portion of that work assignment. Also, if the Contracting Officer disapproves a revised work plan, the contractor shall immediately stop work until the problem causing the disapproval is resolved. In either case, the contractor shall resume work only when the Contracting Officer finally approves the revised work plan or provides alternate direction.

(i) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clause.

(j) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the contract terms or conditions, the contractor shall immediately notify the Contracting Officer.

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

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Ignoring TEXT for: WORK ASSIGNMENTS (Continued)  
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\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

\*\*\*\*\*  
Ignoring TEXT for: WORK ASSIGNMENTS (CONTINUED)  
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\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*

\*\*\*\*\* FILENAME: EPA\_CLAUSE\_CL216-70 \*\*\*\*\*

### B.3 AWARD FEE (EPAAR 1552.216-70) (APR 1984)

The amount of award fee the Contractor earns, if any, is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the award fee plan. The Government will determine the amount of award fee every 6 months beginning with the effective date of the contract. The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO's determination will be in writing to the Contractor and is not subject to the "Disputes" clause. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. Available award fee not earned during one period does not carry over to subsequent



periods.

## \*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

B.4 ESTIMATED COST, BASE FEE AND AWARD FEE  
(EP52.216-200) (APR 1984)

(a) The estimated cost of this contract is \$5,032,211.00.

(b) The base fee is \$150,966.00.

*fixed*  
(c) The award fee pool available for award for this contract is \$352,255.00.

(d) This contract will be modified to reflect the award fee awarded as award fee determinations are made.

B.5 LIMITATION OF FUNDS--COST-PLUS-AWARD-FEE  
CONTRACT (EP52.232-110) (APR 1984)

(a) Pursuant to the clause in this contract entitled "Limitation of Funds," funds have been allotted for the payment of allowable costs and fees estimated to be incurred for the contract period ending approximately 06/15/96.

Funding is allocated in accordance with the following schedule:

Estimated Costs	\$1,072,727
Base Fee	\$32,182
Award Fee Pool	\$75,091

TOTAL FUNDS	\$1,180,000
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(b) The provisions of the clause entitled "Limitation of Funds" shall become inapplicable at such time as an amount equal to the sum of the total estimated cost, base fee, award fee pool available for award, and award fee awarded, set forth in the schedule of this contract, is allotted to this contract and the clause entitled "Limitation of Cost" shall be applicable.

SECTION C - DESCRIPTION/SPECIFICATION  
/WORK STATEMENT

---

C.0 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON  
ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.



15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.1 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES  
MANAGEMENT (EPAAR 1552.210-79) (JUN 1994)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The contractor shall perform any IRM related work under this contract in accordance with the IRM policies set forth in this clause.

(c) IRM Policies, Data Standards, and Procedures: EPA IRM policies, standards, and procedures are set forth in the Directives noted below.

- (1) Agency Directives.  
2100 Information Resources Management Policy Manual

2140 Uniform Rulemaking Docket Manual  
2160 Records Management Manual  
2181 Operations and Maintenance Manual  
2182 EPA System Design and Development Guidance  
2190 Privacy Act Manual  
2195 EPA Information Security Manual  
2180.1 EPA Order--Chemical Abstract Services Registry  
Number Data Standard  
2180.2 EPA Order--Data Standards for the Electronic  
Transmission of Laboratory Measurement Results  
2180.3 EPA Order - Facility Identification Standard  
7500.1A EPA Order - Minimum Set of Data Elements for  
Groundwater

(2) National Data Processing Division (NDPD) Directives

NDPD Operational Directives Manual. This document contains procedural information about the operation of the Agency's computing and telecommunications services.

EPA Hardware and Software Standards. These standards have been established to ensure that the Agency's information technology components integrate properly into its technological infrastructure.

(d) Distribution. Documents listed in Section 1 above may be obtained from:

U.S. Environmental Protection Agency  
Printing Services and Mail Management Branch  
Mail Code: 3204  
401 M Street SW.  
Washington, DC 20460  
Phone: (202) 260-5797

The documents issued by NDPD noted in Section (2) above are included on the EPADOC CD-ROM. Other useful EPA documents are also available on this CD-ROM. Copies are available from:

Government Printing Office  
Superintendent of Documents  
Washington, D.C. 20402-9325  
Phone: (202) 783-3238

(When ordering, please specify stock number 005-000-00470-6. Credit cards are accepted.)

(e) Additional IRM Directives. Attachment(s) to this contract may include revised directives and directives otherwise not referenced in paragraph (c) of this clause. Compliance with these directives is as required under paragraph (b) of this clause.

(f) Change orders. In accordance with the Changes clause, the Contracting Officer may revise, delete, or add IRM directives. Any adjustment to this contract arising from such a change shall be in



accordance with the procedures for an equitable adjustment under the Changes clauses.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS  
ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS  
(EP52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment A.

The Contractor shall perform work under this contract only as directed in work assignments issued by the Contracting Officer.

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
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C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL  
(EP 52.210-120)

(a) The Contractor's technical proposal entitled, "Environmental Services Assistance Teams for Western Zone" dated 06/29/95, is incorporated by reference and made a part of this contract. If the technical proposal was amended in any best and final offer, the proposal is incorporated as amended on 02/23/96, ~~and~~ 03/08/96, and 03/15/96.

(b) In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

*fixed*

SECTION D - PACKAGING AND MARKING

[For this Contract, there are NO clauses in this Section]



## SECTION E - INSPECTION AND ACCEPTANCE

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### E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES-- COST-REIMBURSEMENT

### E.2 INSPECTION AND ACCEPTANCE (EP52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

Environmental Protection Agency  
Arlington, VA

SECTION F - DELIVERIES OR PERFORMANCE

## F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
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52.212-13	AUG 1989	STOP-WORK ORDER ALTERNATE I (APR 1984)
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***** BEGIN LOCAL USER TEXT *****
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F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984)  
(DEVIATION)

The Contractor shall prepare and deliver reports and a technical report abstract for each draft final and final technical report in accordance with Attachments B and C.

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Ignoring TEXT for: MONTHLY PROGRESS REPORT--COST TYPE CONTRACT
(EPAAR 1552.210-72) (SEP 1990)
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***** END LOCAL USER TEXT *****
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*****
Ignoring TEXT for: PROGRESS REPORTS - STANDARD DISTRIBUTION LIST
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***** END LOCAL USER TEXT *****
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F.3 MANAGEMENT CONSULTING SERVICES  
(EPAAR 1552.210-78) (APR 1985)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the



contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

#### F.4 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by-products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

#### EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT .....			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing .....			50
Mimeo and duplicator paper .....			50
Writing (stationery) .....			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers .....			50
Envelopes .....			50

Form bond including computer .....	50
paper and carbonless .....	
Book papers .....	50
Bond papers .....	50
Ledger .....	50
Cover stock .....	50
Cotton Fiber papers ..... 25 .....	50

## TISSUE PRODUCTS:

Toilet tissue .....	20
Paper towels .....	40
Paper napkins .....	30
Facial tissue .....	5
Doilies .....	40
Industrial wipes .....	0

## UNBLEACHED PACKAGING:

Corrugated boxes .....	35
Fiber boxes .....	35
Brown papers (e.g. bags).....	5

## RECYCLED PAPERBOARD:

Recycled paperboard products .....	80
Pad backing .....	90

F.5 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION  
OF REPORTS (EP52.210-160) (JUL 1990)

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to reproduce any progress report, draft report or final report in response to this contract.

F.6 PERIOD OF PERFORMANCE  
(EP52.212-140) (APR 1984)

The period of performance of this contract shall be from contract's effective date through 03/31/97 inclusive of all required reports.

F.7 ACQUISITION OF MICROCOMPUTERS INCLUDING PERSONAL  
COMPUTERS, MONITORS, AND PRINTERS (ENERGY STAR  
REQUIREMENTS) (EP52.239-103) (JUN 1994)

(a) The Contractor shall provide computer products that meet EPA Energy Star requirements for energy efficiency. By acceptance of this contract, the contractor certifies that all microcomputers,



including personal computers, monitors, and printers, meet EPA Energy Star requirements for energy efficiency.

(b) The contractor shall ship all products with the standby feature activated or enabled.

(c) The contractor shall provide models that have equivalent functionality to similar non-power managed models. This functionality should include as a minimum:

(1) The ability to run commercial off-the-shelf software both before and after recovery from a low power state, including retention of files opened (with no loss of data) before the power management feature was activated.

(2) If equipment will be used on a local area network (LAN), the contractor shall provide equipment that is fully compatible with network environments, e.g., PC's resting in a low-power state should not be disconnected from the network.

(d) The contractor shall provide monitors that are capable of being powered down when connected to the accompanying PC.

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F-CLS does NOT exist.

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## SECTION G - CONTRACT ADMINISTRATION DATA

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### G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.212-70, "Level of Effort--Cost-Reimbursement Term Contract."

### G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment H.

### G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Socioeconomic Officer, Office of Small & Disadvantaged Business Utilization 401 M Street, S.W. (1230C) Washington, D.C. 20460
1 copy	U.S. EPA Attn: Mr. Jerry Dodson Contracts Management Division (MD-33)



Research Triangle Park, NC 27711

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (SEP 1990)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and four copies. The contractor shall submit the invoice to the following offices/individuals in the contract: original and one copy to the accounting operations office; two copies to the project officer (the project officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b)(1) If this is a cost-reimbursement contract, the contractor shall prepare the invoice or request for contract financing payment in accordance with EPA Form 1900-34, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost Reimbursement Type Contracts" or EPA Form 1900-34A, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost-Plus-Award-Fee (CPAF) Type Contracts." If the contract is a cost-reimbursement term-form contract under which contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall include a summary of amounts claimed against each work assignment.

(b)(2) The invoice for a cost-reimbursement contract shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(c)(1) If this is an indefinite delivery/indefinite quantity contract, the invoice or request for contract financing payment shall include a summary of amounts claimed against each delivery order, unless otherwise specified.

(c)(2) The invoice for an indefinite delivery/indefinite quantity contract shall indicate charges by major categories such as labor, travel, equipment, subcontracts, and consultants. The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) Invoices must clearly indicate the period of performance for which payment is requested and include EPA accounting information necessary to process payments. Separate invoices are required for charges applicable to the basic contract and for each option period. If contract work is ordered through individual work assignments or delivery orders, invoices must show current and cumulative charges by work assignment or delivery order number and EPA accounting information (separate invoices shall be submitted for each delivery order). When contracts, work assignments or delivery orders contain multiple lines of accounting data, charges that cannot be assigned

to a single line of accounting information should be allocated based on the percentage of total dollars, unless otherwise specified. Required accounting information includes the Document Control Number (DCN) and the account number shown in block 14 of the SF 26, block 21 of the SF 33, block 12 of the SF 30, or on the individual work assignment or delivery order.

(e) When the contractor invoices on a monthly basis, the period covered by requests for contract financing payments must be the same as the period for monthly progress reports required under this contract. If, in accordance with FAR 52.216-7, the contractor submits requests for contract financing payments more frequently than monthly, one payment request each month must have the same ending period of performance as the monthly progress report. Where cumulative amounts on the monthly progress report differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the contractor must provide a reconciliation of the difference as part of the payment request.

G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984)  
(DEVIATION)

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost Policy and Rate Negotiation Branch  
Cost Advisory and Financial Analysis Division  
(3804F)  
401 M St., S.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment"



clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704 by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

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```
Cost Center Overhead
Period      Base Period
Rate        46.5%
Base        Direct Labor Dollars
```

```
Cost Center Overhead
Period      Option Period I
Rate        44.4%
Base        Direct Labor Dollars
```

```
Cost Center Overhead
Period      Option Period II
Rate        45.2%
Base        Direct Labor Dollars
```

```
Cost Center Overhead
Period      Option Period III
Rate        45.3%
Base        Direct Labor Dollars
```

```
Cost Center Overhead
Period      Option Period IV
Rate        45.4%
Base        Direct Labor Dollars
```

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***** END LOCAL USER TEXT *****
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```
Cost Center G&A Expense
Period      Inception until Amended
Rate        5%
Base        Total cost incurred excluding G&A
```

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e.,

indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
 \*\*\*\*\* FILENAME: EPA\_CLAUSE\_CL242-70D \*\*\*\*\*

Cost Center	Overhead
Period	Base Period
Rate	48.5%
Base	Direct Labor Dollars

Cost Center	Overhead
Period	Option Period I
Rate	46.4%
Base	Direct Labor Dollars

Cost Center	Overhead
Period	Option Period II
Rate	47.2%
Base	Direct Labor Dollars

Cost Center	Overhead
Period	Option Period III
Rate	47.3%
Base	Direct Labor Dollars

Cost Center	Overhead
Period	Option Period IV
Rate	47.4%
Base	Direct Labor Dollars

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

Cost Center G&A Expense

*See  
comment*



68D60005

Section G

Period ~~Inception until Amended~~  
 Rate 5%  
 Base Total cost incurred excluding G&A

*Entire contract period including any option periods if exercised*  
*fixed*

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
 \*\*\*\*\* FILENAME: EPA\_CLAUSE\_CL242-71 \*\*\*\*\*

G.6 CERTIFICATE OF INDIRECT COSTS (FAR 52.242-4)  
 (OCT 1995)

(a) The contractor shall--

- (1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;
- (2) Use the format in paragraph (b) of this clause to certify; and
- (3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to those contracts;
3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR or its supplements, including, but not limited to: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and goodwill; and
4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare under penalty of perjury that the foregoing is true and correct.

FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME OF CERTIFYING OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE OF EXECUTION: \_\_\_\_\_

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

G.7 CONTRACT ADMINISTRATION REPRESENTATIVES  
(EP52.242-100) (AUG 1984)

Project Officer(s) for this contract:  
Monica McEaddy  
Environmental Protection Agency  
ATTN: 52020  
401 M Street, S.W.  
Washington, DC 20460

TELEPHONE (703) 603-8709

Contract Specialist(s) responsible for administering this contract:  
Donald L. Sutton  
Environmental Protection Agency  
CMD (MD-33)  
Research Triangle Park, NC 27711

TELEPHONE (919) 541-3046

G.8 ANNUAL ALLOCATION OF NON-SITE COSTS  
(EP52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment F to the contract, titled, "Instructions for

*Added  
Colleen Walling  
CS Alternated*



Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch  
Environmental Protection Agency  
Financial Management Division (PM-226-F)  
401 M St. S.W.  
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

#### Allocation Methodology

##### Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be

allocated to sites:

The contractor shall delineate the amount of non-site-specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the

Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

G.9 SUBCONTRACT CONSENT  
(EP52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

Subcontractor Name	Value	Subcontract Type
None		



I.7 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA  
VETERANS (FAR 52.222-35) (APR 1984) DEVIATION

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Employment openings" as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

- (i) Employment
- (ii) Upgrading
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at the appropriate office of the State employment service system in the locality where the opening occurs.

These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirement of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal



Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms including notice for noncompliance.

#### I.8 CERTIFICATION OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS TO BE USED IN PERFORMANCE OF THE CONTRACT (FAR 52.223-9) (MAY 1995)

(a) As required under Section 6962 of the Solid Waste Disposal Act, an officer or employee of the Contractor shall execute the following certification annually as required in paragraph (b) of this clause:

##### CERTIFICATION

(1) I, \_\_\_\_\_ (name of certifier) am an officer or employee responsible for the performance of this contract and hereby certify that the following minimum recovered material content for EPA Designated Items was actually used in the performance of this contract during the preceding Government fiscal year (October 1 - September 30, \_\_\_\_):

ITEM	PERCENTAGE OF RECOVERED MATERIAL CONTENT UTILIZED*	TOTAL DOLLAR AMOUNT OF ITEM USED
_____	_____	_____

\*In addition, for paper products, include the percentage of postconsumer material content utilized.

\_\_\_\_\_  
Signature of the Officer or Employee

\_\_\_\_\_  
Typed name of the Officer or Employee

---

Title

---

Name of Company, Firm, or Organization

---

Date

(End of Certification)

(b) The Contractor shall submit this certification annually to

Contracting Officer 1 copy

EPA Recycling Coordinator 1 copy  
US EPA (MC 3204)  
Washington, D.C. 20460

by November 1, for the previous government fiscal year (October 1 through September 30).

#### I. 9 PROMPT PAYMENT (FAR 52.232-25) (MAR 1974)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

##### (a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the



designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts on fish; contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring the submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), will be as close as possible to, but not later than, the seventh day after product delivery.

(iii) The due date for perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iv) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(v) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of the clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in

subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount



approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 20 day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the

designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor:

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment



Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I. 10 SUBCONTRACTS (COST-REIMBURSEMENT AND  
LETTER CONTRACTS) (FAR 52.244-2) (FEB 1995)  
(DEVIATION)

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if--

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either \$25,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$10,000 or of any items of facilities.

(b) (1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$10,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2) (i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained. If the subcontract is awarded under the Mentor-Protégé Program and is \$1,000,000 or less, competition is not required.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate

relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) above without the consent of the Contracting Officer, unless this contract is for the acquisition of major systems, subsystems, or their components.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.903(d) of the Federal Acquisition Regulation (FAR).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) (1) The Contractor shall insert in each price redetermination or incentive price revision subcontract under this contract the substance of the paragraph "Quarterly limitation on payments statement" of the clause at 52.216-5, Price Redetermination--Prospective, 52.216-6, Price Redetermination--Retroactive, 52.216-16, Incentive Price Revision--Firm Target, or 52.216-17, Incentive Price Revision--Successive Targets, as appropriate, modified in accordance with the paragraph entitled "Subcontracts" of that clause.

(2) Additionally, the Contractor shall include in each cost-reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide progress payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary progress payments stated in FAR 32.502-1 and 32.504(f), as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

I. 11 COMPETITION IN SUBCONTRACTING  
(FAR 52.244-5) (APR 1984) (DEVIATION)

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract. If the subcontract is awarded under the Mentor-Protege Program and is \$1,000,000 or less, competition is not required.

I. 12 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. 13 AUTHORIZED DEVIATIONS IN CLAUSES  
(FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency Acquisition Regulation (48 CFR 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
\*\*\*\*\* FILENAME: I-CLS \*\*\*\*\*

I. 14 TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-14)(OCT 95)

(a) Unless otherwise exempt, the Contractor owned or operated facilities used in the performance of this contract shall file by 1 July for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). Such Contractor facilities shall file the annual Form R throughout the life of the contract.

(b) A Contractor is exempt from the requirement to file an annual Form R if none of the Contractor owned or operated facilities used in the performance of this contract--

(1) Manufacture, process or otherwise use any toxic



chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023; (c);

(2) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); or

(4) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR 19.102.

(c) If the Contractor has certified to be exempt in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor owned and operated facilities used in the performance of this contract, unless otherwise exempt, shall

(i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the Contractor becomes eligible; and

(ii) continue to file the annual Form R for the life of the contract.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 12, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including options), with subcontractors having SIC designations of major groups 20 through 39 as set forth in FAR 19.102, the substance of this clause, except this paragraph (e).

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END LOCAL USER TEXT

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PART III - LIST OF DOCUMENTS, EXHIBITS  
AND OTHER ATTACHMENTS

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SECTION J - LIST OF ATTACHMENTS

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\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
\*\*\*\*\* FILENAME: EPA\_CLAUSE\_CL252-100 \*\*\*\*\*

J.1 LIST OF ATTACHMENTS (EP52.252-100) (APR 1984)

IDENTIFIER	DESCRIPTION	No. of Pages
A	Statement of Work	28
B	Reports of Work	8
C	Technical Abstract Reports	3
D	<del>Government-Furnished Property</del>	16
E	Labor Classifications and Mix	42
F	Annual Allocations Instructions	40
G	Award Fee Plan	17
H	Small Business and Small Disadvantaged Business Plan	9
I	Conflict of Interest Plan	26

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

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Ignoring LOCAL-FILE: LOFA

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\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*



## PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS  
AND OTHER STATEMENTS OF OFFERORS

The Representations, Certifications, and Other Statements of Offerors completed by the contractor as part of the response to the RFP/IFB D500055R1 are incorporated into this contract by reference.

G.10 GOVERNMENT-FURNISHED DATA  
(EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the Work Assignment.

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G.11 GOVERNMENT-FURNISHED PROPERTY  
(EP52.245-120) (AUG 1994)

(a) The Government will provide the items of Government property at Attachment D to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause.

(b) This contract incorporates the "EPA Contract Property Administration Requirements" dated June 20, 1994, provided below.

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Ignoring TEXT for: GOVERNMENT FURNISHED PROPERTY (CONT.)

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GOVT-FUR does NOT exist.



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\*\*\*\*\* FILENAME: EPA\_CLAUSE\_CL245-120C \*\*\*\*\*

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\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

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\*\*\*\*\* FILENAME: EPA\_CLAUSE\_CL245-120B \*\*\*\*\*

#### EPA CONTRACT PROPERTY ADMINISTRATION REQUIREMENTS (6/20/94)

**PURPOSE.** The purpose of this document is to provide the Environmental Protection Agency's (EPA) requirements for the control of Government property in the hands of its contractors. These requirements are in addition to the minimum requirements contained in the Government property clause of the contract and the applicable provisions of the Federal Acquisition Regulation (FAR) Subpart 45.5. These EPA specific requirements were previously detailed in the EPA Contractor's Guide for the Control of Government Property which is no longer effective.

**PROPERTY COORDINATOR.** EPA has established Contract Property Coordinating Offices at each of the three major procurement activities within the Agency: Headquarters; Research Triangle Park, N.C.; and Cincinnati, Ohio. These offices contain Contract Property Coordinators (CPCs) who will function primarily at coordinators between EPA and the Defense Contract Management Command (DCMC), who serves as the Property Administrator (PA) under Agency contracts, on the resolution of general policy issues regarding the administration of Government property. Additionally, CPCs serve as the point of contact on two matters described later in this document: (1) authorizing submission of the detailed inventory report in an electronic format, and (2) the screening of items reported as excess. Except as specified under FAR Subpart 45.5, the PA will serve as the point of contact on all other matters of property management.

**REPORT OF GOVERNMENT PROPERTY.** Annually, in accordance with FAR 45.505-14, the contractor must submit to EPA an annual summary report, by contract, of all Government Property in the contractor's possession as of September 30 each year.

The report shall be submitted in sufficient time so as to be received, at EPA and DCMC, no later than October 31 of each year.

A separate report must be prepared and submitted for each

contract. The original and one copy shall be distributed as follows:

Original - Chief, Financial Reports and Analysis Branch, FMD  
US Environmental Protection Agency 3303F  
401 M Street, SW  
Washington, DC 20460

1 copy - DCMC Property Administrator

The Contractor shall provide detailed reports on an as needed basis as may be requested by the Contracting Officer or the Property Administrator.

ESTABLISHMENT AND MAINTENANCE OF RECORDS. For EPA contracts, the Contractor shall maintain, at a minimum, the following data elements:

For Government Owned Property: EPA Identification Number (if supplied)

Contractor Identification Number  
Description  
Manufacturer  
Model  
Serial Number  
Acquisition Date  
Acquisition Cost  
Acquisition Document Number  
Superfund (Yes/No)  
Location  
Contract Number  
Account Number (if supplied)

TRANSFERS. When the contractor receives Government furnished property (GFP), the contractor should receive from the transferor all of the minimum data elements required for the annual inventory submission except location. Normally, this information is provided on the Property Receipt and Transfer Document (EPA 1700-7) or equivalent. In other cases, this information may be included in the basic contract or modification thereof, authorizing the GFP. If this information has not been obtained by the time of receipt of the property, the contractor must request it from the Project Officer (PO). Upon return of the property to EPA, the same data must be provided to the PO on EPA form 1700-7 or equivalent.

EXCESS. The contractor will identify under-utilized property and ask the PO to verify that the items are excess to the contract. If directed by the Project Officer, the contractor will report the items as excess to the Contracting Officer, and the CPC for screening by EPA. The items may be reported in writing or by EPA's electronic mail system. After the appropriate internal screening period (45 days for written and 30 days for electronic), the contractor will report the excess property to DCMC on the appropriate inventory schedule form in FAR 45.606-5. CLEARLY INDICATE ON THE SCHEDULE WHEN SUPERFUND PROPERTY IS BEING REPORTED. The CPC may authorize concurrent internal screening and reporting to



the CPC and PA if necessitated by time constraints or the type and condition of the items.

**SUPERFUND.** If non-expendable items are identified as Superfund property by the PO, the contractor must physically mark each item as Superfund property and identify them as Superfund property in the official EPA records.

**MOTOR VEHICLES.** Contractors with Government motor vehicles are required to submit to the EPA, Facilities Management and Services Division (FMSD); Transportation Management Section 3204; 401 M Street SW; Washington, DC 20460, a master record report, a status change report and an annual operating summary report for each vehicle in their possession. Instructions from FMSD on the completion of these reports will be provided after the approval for acquisition of the vehicle.

**LOSS DAMAGE AND DESTRUCTION (LDD)** Contractors are required to maintain records of all LDD. All suspected thefts and other LDD over \$1000 must be promptly reported to the PA. The records of all LDD under \$1,000 (except suspected thefts) will be reviewed during the PA's periodic analysis of the contractors property control system.

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*****                               END LOCAL USER TEXT                               *****
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**G.12 GOVERNMENT PROPERTY--FACILITIES USE**  
(EP52.245-130) (APR 1984)

In the performance of this contract, the Contractor is authorized to use on a no-charge, noninterference basis, the following Government-owned facilities.

See the Statement of Work at Attachment A

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*****                               END LOCAL USER TEXT                               *****
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**G.13 DESIGNATION OF PROPERTY ADMINISTRATOR**  
(EP52.245-140) (AUG 1994)

The contract property administrator

Defense Contract Management Command (DCMC)  
615 East Houston Street  
P.O. Box 1040  
San Antonio, TX 78294-1040

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on

property to the property administrator.

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
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*Provision of*  
G. 14 ~~ACCESS TO~~ GOVERNMENT MOTOR VEHICLES

Portions of the effort required under this contract may require the use of a Government motor vehicle and such vehicle ~~will be made available to the contractor pursuant to FAR 45.304.~~ *is already provided*

While contractor personnel are utilizing the Government vehicle, the contractor is responsible for compliance with all laws, rules, and regulations governing the use of Government vehicles.

*see comment on 9/14/81 memo*  
The Contractor's Regional ESAT Work Team Manager will make arrangements with the Regional Project Officer for availability of the Government vehicle. *fixed*

While in possession of the Government vehicle, the Contractor is considered to be a bailee for hire, and subject to all duties thereof.

G. 15 ACCESS TO GOVERNMENT PROPERTY, SERVICE, AND/OR SPACE

1. A portion of the effort required to be accomplished under this contract must be performed at a Government facility. The Contractor shall be granted ingress and egress at such Government facility.

2. While Contractor personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety as they relate not only to their employees and agents, but also to other personnel who are Government employees or agents of the Government, and to property at the site regardless of ownership.

3. When the Contractor's team arrives at the Government facility, the team leader will make detailed arrangements with the Project Officer for access to and availability of the property, services, and space as listed hereafter.

4. While on Government premises and in possession of Government property, the Contractor is considered to be a bailee for hire, and subject to all duties thereof.

*Out. Furnished Rpt.*  
5. The Contractor shall have access under this clause and to the Government property, services, and/or space as listed at Attachments A and D, which shall be made available at the Government facility. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby and shall equitably adjust the delivery or performance dates of the Contract and any other contractual provisions affected by any *fixed*



such delay, in accordance with the procedures provided for in the clause of the contract entitled "Changes."

*total  
estimated  
cost and  
fee*

Q. 16 DOWNWARD ADJUSTMENT

The Government reserves the right to adjust the contract price downward as a result of any cost savings that may be related to restructuring as result of the merger between Martin Marietta Corporation and Lockheed Corporation.

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END LOCAL USER TEXT

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*Negotiate new ceiling?*

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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### H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) (DEVIATION)

#### (a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, phototypesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

#### (b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.



(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
\*\*\*\*\* FILENAME: EPA\_CLAUSE\_CL209-71 \*\*\*\*\*

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST  
(EPAAR 1552.209-71) (MAY 1994) ALTERNATE I

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed

all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

### H.3 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract,



or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H. 4 LIMITATION OF FUTURE CONTRACTING (EPAAR 1552.209-74)  
(MAY 1994) ALTERNATE III (ESAT) (MAY 1994)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence

erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(e) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(f) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.5 OPTION TO EXTEND THE TERM OF THE CONTRACT--  
COST-PLUS-AWARD-FEE CONTRACT  
(EPAAR 1552.217-72) (APR 1984)

The Government has the option to extend the term of this contract for 4 additional periods. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover:

Period	Start Date	End Date
Option Period I	04/01/97	03/31/98
Option Period II	04/01/98	03/31/99
Option Period III	04/01/99	03/31/00
Option Period IV	04/01/00	03/31/01

(b) Paragraph (a) of the "Level of Effort" clause will be amended



to reflect a new and separate level of effort:

Period	Level of Effort (Direct Labor Hours)
Option Period I	109,811
Option Period II	109,811
Option Period III	109,811
Option Period IV	109,811

(c) The "Estimated Cost Base Fee and Award Fee" clause will be amended to reflect increased estimated costs and base fee and award fee pool for each option period as follows:

Period	Estimated Cost	Base Fee	Award Fee Pool	Total
Option Period I	\$4,667,179	\$140,015	\$326,703	\$5,133,897
Option Period II	\$4,761,290	\$142,839	\$333,290	\$5,237,419
Option Period III	\$4,837,301	\$145,119	\$338,611	\$5,321,031
Option Period IV	\$4,859,409	\$145,782	\$340,159	\$5,345,350

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H.6 OPTION FOR INCREASED QUANTITY--COST-PLUS-  
AWARD-FEE CONTRACT (EPAAR 1552.217-74)  
(APR 1984)

By issuing a contract modification, the Government may increase the estimated level of effort by:

Option Period	Level of Effort (Direct Labor Hours)
Base Period	225,918
Option Period I	256,399
Option Period II	277,915
Option Period III	292,259
Option Period IV	304,810

The Government may issue a maximum of the following orders to increase the level of effort in multiples of 1,793 hours during any given period:

Base Period	126
Option Period I	143

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Section H

Option Period II	155
Option Period III	163
Option Period IV	170

The estimated cost, base fee, and award fee pool of each multiple of hours is as follows:

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

Period	Estimated Cost	Base Fee	Award Fee Pool	Total
Base Period	\$44,763	\$1,343	\$3,133	\$49,239
Option Period I	\$45,308	\$1,359	\$3,172	\$49,839
Option Period II	\$46,412	\$1,392	\$3,249	\$51,053
Option Period II	\$47,468	\$1,424	\$3,323	\$52,215
Option Period IV	\$48,644	\$1,459	\$3,405	\$53,508

When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost, Base Fee, and Award Fee" clause will be modified accordingly.

#### H.7 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.



H. 8 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND  
UNIVERSITIES (EP52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H. 9 MENTOR-PROTEGE PROGRAM (EP52.219-135) (SEP 1994)

(a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.

(b) The Contractor shall submit an executed Mentor-Protege agreement to the Contracting Officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30) calendar days after the effective date of the contract. The Contracting Officer will notify the Contractor within thirty (30) calendar days from its submission if the agreement is not accepted.

(c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).

(d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the Contracting Officer.

(e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis to the contract.

(f) In an attachment to Standard Form 294, Subcontracts Report for

Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protégé agreement(s), providing:

(1) The number of agreements in effect; and

(2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

#### H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.



## H.11 INSURANCE COVERAGE (EP 52.228-100) (JUL 1973)

As provided in paragraph (a)(1) of EP52.228-110, "Insurance--Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.12 INSURANCE--LIABILITY TO THIRD PERSONS  
(EP52.228-110) (JUN 1973)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

## H.13 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H. 14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF  
CONFIDENTIALITY  
(EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and



the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

#### H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph

(b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.16 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION  
(EP52.235-110) (FEB 1993)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by the EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in proceedings for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement of claims against such parties;

(4) To other Agency contractors requiring access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); or the Toxic Substances Control Act (15 U.S.C. 2601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Enrollee (SEE) Program;

(7) The Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittees;



(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or Court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") The Agency will permit the release of CBI only pursuant to a confidentiality agreement executed by the individuals that will handle CBI. Known exceptions include parties receiving CBI under subparagraphs (6), (7), (8), and (10) above.

(d) With respect to contractors, the confidentiality agreements will preclude further disclosure of the information. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to accounting firms and technical experts able to analyze the information, provided they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### H.17 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 60 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review:  
"Although the research described in this article has been funded wholly or in part by the Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

#### H.18 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) (DEVIATION)

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.



(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### H.19 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

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***** BEGIN LOCAL USER TEXT *****
***** FILENAME: KEY-PERS *****
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William Munslow, Zone Manager  
Carla Dempsey, Assistant Zone Manager  
QA Manager, Michael Tindle  
Zone Coordinator, Vivek Kumar  
Health and Safety Manager, Gary Mongeau  
Region 6 Team Manager, Tom Chiang  
Region 8 Team Manager, Don Hillman  
Region 9 Team Manager, Louis Macri  
Region 10 Team Manager, Danny Jackson

*or reverse the others  
so order is  
the same  
fixed*

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
\*\*\*\*\* FILENAME: EPA\_CLAUSE\_CL237-72C \*\*\*\*\*

(b) During the first 365 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the need for a substitution is identified and provide the information required by paragraph (c) below. After the initial 365 calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

#### H.20 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### H.21 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

All Base Team employees



H.22 FABRICATION OR ACQUISITION OF NONEXPENDABLE  
PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
\*\*\*\*\* FILENAME: H-CLS \*\*\*\*\*

H.23 IDENTIFICATION OF CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, placemarkers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.24 IDENTIFICATION OF SUBCONTRACTORS

(a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.

(b) Notwithstanding the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)", it is hereby agreed and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

Subcontractor	Estimated Amount of Total Potential Subcontract
None	

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved

in advance of the substitution in writing by the Contracting Officer. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of the contract entitled 'Subcontracts (Cost-Reimbursement and Letter Contracts)' and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)".

#### H.25 SUBCONTRACTOR - KEY PERSONNEL

(a) The Contractor's proposal which resulted in award of this contract indicated that a portion(s) of the work hereunder would be performed under a subcontract(s). As a part of this proposal, certain subcontractor key personnel were identified. It is hereby agreed and understood that the following subcontracts shall contain a provision which requires the following key personnel:

Subcontractor	Key Personnel	Title
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None

(b) It is further agreed and understood that the subcontract(s) listed above will contain the following provisions:

(1) during the first ninety (90) calendar days of performance the subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment;

(2) the subcontractor shall notify the Contractor within 15 calendar days after the occurrence of any of the events in paragraph (1) above, and provide the information required by paragraph (4) below;

(3) after the initial ninety (90) day period, the subcontractor shall submit the information required by paragraph (4) to the Contractor at least 15 calendar days prior to making any permanent substitutions;

(4) the subcontractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contractor. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

(c) If a substitution in key personnel is considered



appropriate by the Contractor, the Contractor shall issue a modification to the subcontract. Prior to any such modification, the Contractor shall obtain the written consent of the Contracting Officer.

#### H.26 SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE

In the event any work assignment requires the Contractor to provide services that involve or relate to the development of regulations, the Contractor shall:

- (a) submit reports that contain recommendations and that explain and rank policy or action alternatives, if any;
- (b) describe what procedures were used to arrive at or which support the Contractor's recommendations;
- (c) summarize the substance of their deliberations;
- (d) report any dissenting views;
- (e) list sources relied upon; and
- (f) otherwise make clear the methods and considerations upon which the Contractor's recommendations are based.

The Contracting Officer will specify whether this Special Reporting Requirement is applicable to the work encompassed by any particular work assignment.

[Source of Reporting Requirement: OFPP Letter 92-1, "Inherently Government Functions", September 23, 1992]

#### H.27 EPA SPONSORED MEETINGS, WORKSHOPS, CONFERENCES

If this contract requires contractor support for an EPA sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise contractor when Federal facilities are not available. The EPA Project Officer or Work Assignment Manager will also notify GSA and advise the contractor if GSA cannot provide the space.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

The cost of beverages, food, refreshments, etc. consumed by participants or attendees shall not be an allowable charge under this contract.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

#### H.28 APPLICATION OF RIGHTS IN DATA--SPECIAL WORKS CLAUSE

The Rights in Data--Specials Works clause (FAR 52.227-17) shall apply to work assignments "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments which are included in the examples set forth in FAR 27.405(a) and also to other work assignments specifically identified by the Contracting Officer.

#### H.29 HEALTH AND SAFETY

The nature of the work to be performed under some task areas of this contract could be inherently hazardous.

In performance of work under this contract, the contractor shall, as a minimum, satisfy all Federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

#### H.30 TRAINING

*each* The contractor shall certify to the Government in writing that any of its employees, subcontractors, or consultants performing field work at any hazardous waste site has completed an EPA approved training program (29 CFR 1910.120), in relation to this project, prior to assignment of any such employee, subcontractor, or consultant to field duty. *fixed*

#### H.31 CONFLICT OF INTEREST PLAN

The Conflict of Interest Plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment I.

#### H.32 LIMITATION ON COMPETITION

*see comment* In accordance with the Conflict of Interest Plan proposed by the Contractor and incorporated at Attachment I, the contractor, their parent, and any affiliates shall not compete for any EPA Contract Laboratory Program (CLP) contracts during the period of performance of this contract.



## H.33 DATA RIGHTS AGREEMENT

As provided by FAR 52.227-14 rights in Data-General (incorporated by reference in I.1) paragraph (d)(1), the Contractor's rights in data first produced or specifically used by the Contractor in the performance of this contract are limited. Without the Contracting Officer's prior written approval, the contractor shall have no right to use, release to others, reproduce, distribute or publish any data first produced or specifically used by the Contractor in the performance of this contract.

With the Contracting Officer's prior written approval, material generated under this contract and intended for release to the public may be published by the contractor in accordance with the Contract Publication Review Procedures, EPAAR 1552.237-70.

## H.34 ADDITIONAL KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

## Region 6

Samuel Arroyo	Senior Organic Analytical Chemist
Channa Kodak	Senior Inorganic Analytical Chemist
Lak Ranganathan	Senior Organic Data Reviewer
Pedro Gutierrez	Senior Organic Data Reviewer
Vasu Desikan	Senior Inorganic Data Reviewer

## Region 8

Nelson Herron	Senior Organic Analytical Chemist
Steven Musco	Senior Inorganic Analytical Chemist
Frank Polniak	Senior Inorganic Analytical Chemist
Carol Gies	Senior Inorganic Analytical Chemist

## Region 9

Erik Shimomura	Senior Organic Analytical Chemist
Balaji Rajput	Senior Organic Analytical Chemist
Robert Flay	Senior Organic Analytical Chemist
James Schoen	Senior Inorganic Analytical Chemist
Lizabeth Roman	Senior Organic Data Reviewer
Cielito Gray	Senior Inorganic Data Reviewer
Roger Greensfelder	Senior Investigation Coordinator
Charles Conway	Senior Investigation Coordinator

## Region 10

Erik Hoppe	Senior Organic Analytical Chemist
Shirlee Johnson	Senior Organic Analytical Chemist

Sheri Wunderlich	Senior Organic Analytical Chemist
Jerry Drews	Senior Inorganic Analytical Chemist
Jerome Wagner	Senior Inorganic Analytical Chemist

(b) During the first 365 calendar days of performance, the Contractor shall make no substitutions of the above named key personnel unless approved by the Contracting Officer in accordance with paragraph (c) below. The Contractor shall notify the Contracting Officer within 15 calendar days after the need for a substitution is identified and provide the information required by paragraph (c) below. After the initial 365 calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### H.35 PROHIBITION OF PERFORMANCE

The Contractor shall not perform any services on data or samples which originated in the Hazardous Waste Remediation Program. *under its ~~new~~ DOE contract -*

*fixed*

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END LOCAL USER TEXT

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PART II - CONTRACT CLAUSES

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SECTION I - CONTRACT CLAUSES

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I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	SEP 1991	DEFINITIONS

\*\*\*\*\*

Ignoring BY-REFERENCE for: OFFICIALS NOT TO BENEFIT (FAR 52.203-1) (APR 1984)

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52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
\*\*\*\*\* FILENAME: B\_FAR\_RFP\_FR203-6 \*\*\*\*\*

52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
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\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*  
52.203-7 OCT 1988 ANTI-KICKBACK PROCEDURES

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
\*\*\*\*\* FILENAME: B\_FAR\_RFP\_FR209-6 \*\*\*\*\*

52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
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\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

52.215-1	FEB 1993	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	FEB 1993	AUDIT--NEGOTIATION
52.215-22	JAN 1991	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	DEC 1994	SUBCONTRACTOR COST OR PRICING DATA
52.215-27	SEP 1989	TERMINATION OF DEFINED BENEFIT PENSION PLANS

52.215-31 SEP 1987 WAIVER OF FACILITIES  
CAPITAL COST OF MONEY  
52.215-33 JAN 1986 ORDER OF PRECEDENCE  
52.215-39 FEB 1995 REVERSION OR ADJUSTMENT OF PLANS FOR  
POSTRETIREMENT BENEFITS OTHER THAN  
PENSIONS (PRB)

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
\*\*\*\*\* FILENAME: B\_FAR\_RFP\_FR216-7 \*\*\*\*\*

52.216-7 JUL 1991 ALLOWABLE COST AND PAYMENT

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

52.219-8 FEB 1990 UTILIZATION OF SMALL BUSINESS  
CONCERNS AND SMALL DISADVANTAGED  
BUSINESS CONCERNS  
52.219-9 FEB 1995 SMALL BUSINESS AND SMALL  
DISADVANTAGED BUSINESS  
SUBCONTRACTING PLAN  
52.219-13 AUG 1986 UTILIZATION OF WOMEN-OWNED  
SMALL BUSINESSES  
52.219-16 AUG 1989 LIQUIDATED DAMAGES--SMALL BUSINESS  
SUBCONTRACTING PLAN  
52.220-3 APR 1984 UTILIZATION OF LABOR  
SURPLUS AREA CONCERNS  
52.220-4 APR 1984 LABOR SURPLUS AREA  
SUBCONTRACTING PROGRAM  
52.222-3 APR 1984 CONVICT LABOR  
52.222-26 APR 1984 EQUAL OPPORTUNITY  
52.222-28 APR 1984 EQUAL OPPORTUNITY PREAWARD  
CLEARANCE OF SUBCONTRACTS  
52.222-36 APR 1984 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS  
52.222-37 JAN 1988 EMPLOYMENT REPORTS ON SPECIAL  
DISABLED VETERANS AND VETERANS  
OF THE VIETNAM ERA  
52.223-2 APR 1984 CLEAN AIR AND WATER  
52.223-6 JUL 1990 DRUG-FREE WORKPLACE  
52.225-11 MAY 1992 RESTRICTIONS ON CERTAIN FOREIGN  
PURCHASES

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
\*\*\*\*\* FILENAME: B\_FAR\_RFP\_FR227-1 \*\*\*\*\*

52.227-1 JUL 1995 AUTHORIZATION AND CONSENT

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

52.227-2 APR 1984 NOTICE AND ASSISTANCE REGARDING  
PATENT AND COPYRIGHT INFRINGEMENT

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Ignoring BY-REFERENCE for: PATENT INDEMNITY (FAR 52.227-3) (APR 1984)

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52.227-14 JUN 1987 RIGHTS IN DATA--GENERAL  
52.227-14 JUN 1987 RIGHTS IN DATA--GENERAL



## ALTERNATE II (JUN 1987)

As part of the "Limited Rights Notice" in Alternate II, the following purposes are included at the end of paragraph (a):

(1) Use (except for manufacture) by support service contractors.

(2) Evaluation by nongovernment evaluators.

(3) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is part, for information and use in connection with the work performed under each contract.

(4) Emergency repair or overhaul work.

(5) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation or for emergency repair or overhaul work by such government.

52.227-14 JUN 1987 RIGHTS IN DATA--GENERAL  
ALTERNATE III (JUN 1987)  
52.227-16 JUN 1987 ADDITIONAL DATA REQUIREMENTS  
52.227-17 JUN 1987 RIGHTS IN DATA--SPECIAL WORKS  
52.230-2 AUG 1992 COST ACCOUNTING STANDARDS

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
\*\*\*\*\* FILENAME: B\_FAR\_RFP\_FR230-5 \*\*\*\*\*

52.230-5 FEB 1995 ADMINISTRATION OF  
COST ACCOUNTING STANDARDS

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

52.232-9 APR 1984 LIMITATION ON WITHHOLDING  
OF PAYMENTS  
52.232-17 JAN 1991 INTEREST  
52.232-18 APR 1984 AVAILABILITY OF FUNDS  
52.232-20 APR 1984 LIMITATION OF COST  
52.232-22 APR 1984 LIMITATION OF FUNDS  
52.232-23 JAN 1986 ASSIGNMENT OF CLAIMS  
52.232-28 APR 1989 ELECTRONIC FUNDS TRANSFER PAYMENT  
METHODS  
52.233-1 MAR 1994 DISPUTES ALTERNATE I (DEC 1991)  
52.233-3 AUG 1989 PROTEST AFTER AWARD  
ALTERNATE I (JUN 1985)  
52.237-2 APR 1984 PROTECTION OF GOVERNMENT  
BUILDINGS, EQUIPMENT,  
AND VEGETATION  
52.237-3 JAN 1991 CONTINUITY OF SERVICES  
52.242-1 APR 1984 NOTICE OF INTENT TO  
DISALLOW COSTS

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*  
\*\*\*\*\* FILENAME: B\_FAR\_RFP\_FR242-13 \*\*\*\*\*

52.242-13 JUL 1995 BANKRUPTCY

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

52.243-2.	AUG 1987	CHANGES -- COST-REIMBURSEMENT ALTERNATE I (APR 1984)
52.245-5.	JAN 1986	GOVERNMENT PROPERTY (COST-REIM- BURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
<del>52.245-19</del>	<del>APR 1984</del>	<del>GOVERNMENT PROPERTY FURNISHED "AS IS"</del>
52.246-25	APR 1984	LIMITATION OF LIABILITY -- SERVICES
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

*fixed*

\*\*\*\*\* BEGIN LOCAL USER TEXT \*\*\*\*\*

\*\*\*\*\* FILENAME: FAR\_RFP\_FR203-9 \*\*\*\*\*

## I.2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY-- MODIFICATION (FAR 52.203-9) (SEP 1995)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

### CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

(1) I, \_\_\_\_\_ [Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I



further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

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\_\_\_\_\_  
Signature of the Officer or Employee Responsible  
for the Modification Proposal and Date

\_\_\_\_\_  
Typed Name of the Officer or Employee Responsible  
for the Modification Proposal

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such

individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

\*\*\*\*\* END LOCAL USER TEXT \*\*\*\*\*

1.3 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  
(FAR 52.203-10) (SEP 1990)

(a) The Government, at its election, may reduce the price of a fixed-price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting



Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

#### I.4 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JAN 1990) (DEVIATION)

##### (a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a



Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly



in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional to technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following

selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under a Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained



in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

#### I.5 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-40) (FEB 1995)

(a) The Contractor shall make the following notifications in writing.

(1) When the Contractor becomes aware that a change in its ownership has occurred or is certain to occur which could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall: (1) maintain current, accurate, and complete inventory records of assets and their costs;

(2) provide the ACO or designated representative ready access to the records upon request;

(3) ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract which meet the applicability requirement of FAR 15.804-8(g).

I.6 PAYMENT FOR OVERTIME PREMIUMS  
(FAR 52.222-2) (JUL 1970)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.